

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

Dixfield
Oxford County

PIN 10015.00

Contract No. 1

Demolition or Removal of Building

IMPORTANT!!

This is a Package and must not be taken apart. when you submit a bid, utilize the "Bid Proposal Form", and return the entire package intact to the Department Office in accordance with information contained in "Notice to Contractors and Building Movers/Wreckers".

If you require further information as to the Proposal Contract, contact the Department of Transportation, as per "Notice to Contractors and Building Movers/Wreckers".

NOTICE TO CONTRACTORS AND BUILDING MOVERS/WRECKER

PIN 10015.00

Dixfield, Maine

Demolition or Removal of Building Contract No.1

Sealed proposals addressed to the Maine Department of Transportation will be received at its Commissioner's Office (first floor) in Winthrop, Maine until 11:30 A.M. (prevailing time) on Wednesday July 9, 2003 and at that time and place publicly opened and read for the Demolition or Removal of one building unit and barn.

The unit is a 1½ -story wood frame farm house with ell and addition and a detached barn located on the northerly side of US Route 2 (Route 2 & 17) in Dixfield.

All proposals must be submitted in the envelope attached to the General and Special provisions section of this proposal, and be accompanied by Proposal and Performance Guaranty in the amount and form set forth in the Special Provisions. A Proposal Guaranty in the form of a check or a money order of the successful bidder may be retained by the State in lieu of Performance and Payment Bond on request. If a proposal indicates a credit to the State, the Department requires a bidder to forward separate credit amount for the credit bid in the form set forth in the Special Provisions.

This contract is subject to all appropriate Federal laws, including Title VI of the Civil Rights Act of 200164.

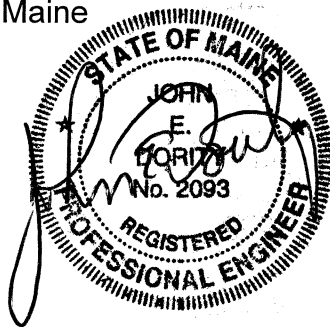
All work will be required to be in full conformity with contract special provisions.

Bid forms and contract special provisions may be obtained from from the Department's Dixfield Division Office Route 2 Dixfield, Me Tel # 562-4228 The building may be inspected by arrangement made through the Dixfield Division Office, Department of Transportation, Dixfield, Maine 04224-0817 (562-4228).

The right is hereby reserved to reject any or all bids.

Augusta/Winthrop, Maine

John E. Dority
Chief Engineer



PIN 10015.00

Dixfield, Maine

Demolition or Removal of Building Contract No. 1

General Provisions

The proposal and all work in connection with this contract shall be in full conformity with the Maine State Department of Transportation, Standard Specifications, Highways and Bridges, Revision of December, 2002 hereafter Standard Specifications, except as modified by the following special provisions. Copies of the Standard Specifications may be obtained from the State Department of Transportation upon payment of Ten Dollars (\$10.00). No charge will be made for the proposal forms or other documents.

The State Department of Transportation, hereafter Department, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, color, sex or national origin in consideration for an award.

Special Provisions

1. The proposal shall be made upon forms furnished by the Department and shall consist of the Notice to Contractors, plan of area, the Special Provisions, and forms for the contract agreement.

PROPOSALS MUST BE SUBMITTED IN THE ATTACHED ENVELOPE.

ALL OTHER PAPERS BOUND WITH OR ATTACHED TO THE PROPOSAL FORMS ARE NECESSARY PARTS THEREOF, AND MUST NOT BE DETACHED. THIS PACKAGE IS NOT TO BE TAKEN APART, BUT SHOULD BE RETURNED INTACT, WITH THE BID SET FORTH ON THE "BID PROPOSAL FORM".

Proposal Guaranty.

Proposals must be accompanied by a bid guaranty that complies with all the requirements of this section, unless noted otherwise in the Notice to Contractors and Building Movers/Wreckers.

The bid guaranty must be: (A) in the amount of \$15,000.00 or 5% of the Bid Proposal (Bid Bond); (B) made payable to the "Treasurer - State of Maine"; and (C) one of the following types: a Bid Bond conforming to the next paragraph, a cashier's check, a certified check, or a United States Postal money order.

Bid Bonds must be: (A) issued by an insurance company licensed or approved by the State of Maine, Department of Business Regulation, Bureau of Insurance, to do business in the State of Maine; (B) properly signed by the Bidder (as Principal) and a duly authorized representative of the insurance company referenced above, and (C) on the Department's Bid Bond form (or an exact copy thereof) OR must not contain any significant variations from said form as determined in the sole discretion of the Department.

Definition of a Unit. A "unit" is defined as any structure and its auxiliary buildings, as crosshatched on the attached plan.

3. Bid Price. A bid price shall be a lump sum bid price, to be paid either by the State of Maine or to the State of Maine as indicated on the bid sheet, which is a part of the proposal form. This lump sum bid shall cover all labor, equipment, material, and all miscellaneous items necessary to the performance of the work and all the required incidental work as outlined herein. This lump sum bid will be indicated on the Proposal Bid Form under that section reserved for Demolition or Removal.

With a proposal, which indicates a credit to the State, the State Department of Transportation requires a bidder to forward with his proposal a separate certified check, cashier's check, or U.S. Postal Money Order drawn to the order of the Treasurer, State of Maine for the credit amount shown on the proposal. This is in addition to the individual check required as a Proposal Guaranty.

4. Competence and Qualifications of Bidders. Prior to or upon the award of a contract, a bidder may be asked to submit to the Department any or all of the following:

- a. A statement indicating his recent experience on similar work.
- b. A statement that he has sufficient machinery, equipment, and manpower to perform the work described in the contract satisfactorily, and within the required time limit.
- c. A financial statement.

5. Collusion Statement. All bidders are required to submit an executed affidavit under oath stating that there was no collusion involved in connection with the submission of their bids. (The form of affidavit will be included in the bid packet.)

6. Award and Execution of Contract. The contract will be awarded or the proposal rejected by the Department within thirty (30) days after the opening of the bids. Awards will be made to the lowest responsible bidder if the Proposal Bid contains an amount "TO BE PAID BY THE STATE OF MAINE" or the highest responsible bidder if the Proposal Bid contains an amount "TO BE PAID TO THE STATE OF MAINE", notwithstanding the preceding sentence, any award of this contract shall be made in the best interest of the State of Maine and the Department. The Department reserves the right to accept or reject any bid. In the case of two (2) or more equal bids, the Department shall decide to whom the contract will be awarded in accordance with Title 5 § 1816(8). In the interest of preserving existing housing, the Department may, at its option, elect to accept a bid for removal and relocation rather than one for demolition. The successful Bidder will be notified in writing that said bidder has been awarded the Contract.

7. Return of Proposal Guaranty. All proposal Guaranties, except that of the lowest bidder or highest bidder, as applicable, will be returned within ten (10) days following the opening and checking of proposals. The Proposal Guaranty of the successful bidder will be retained by the State until all work is satisfactorily completed and has been accepted by the Department, in lieu of Performance and Payment Bonds.

In case all proposals are rejected, all Proposal Guaranties will be returned within three (3) days of the date of rejection. Unopened and informal proposals will be returned immediately.

8. Execution of Contract. The individual, firm, or corporation to whom or to which the contract has been awarded shall sign the necessary agreements entering into contract with the Department, and return them to the office of the Department, at Augusta, Maine within fifteen (15) days after the notice of award of contract, except if the 15th falls on a Saturday, Sunday, or legal holiday then this condition will be fulfilled if the contracts are received before twelve (12) o'clock noon on the first business day following said Saturday, Sunday or legal holiday. In the event the contract is not executed by the Department within thirty (30) days after the date of the notice of award of contract, the successful Bidder shall have the right to withdraw his bid without loss of his Proposal Guaranty. No proposal shall be considered binding upon the Department until the execution of the contract by the Department.

9. Failure to Execute Contract. Failure of the successful Bidder to execute the contract within the time stated shall be just cause of the annulment of the award and forfeiture of the Proposal Guaranties to the State, not as a penalty, but as liquidated damages. In the event the successful Bidder fails to execute this contract, the Department shall have the absolute right to determine how and by whom this contract work shall be performed.

10. Start and Completion of Work. Work under this contract shall be started within ten (10) days of receipt of fully executed contract. The completion date will be determined by the disposition as indicated on the Proposal Bid. The completion date for the Demolition or Removal Contract will be December 31, 2003. In the event the contractor is unable to complete the work by the completion date, and the Department determines that the cause of delay to the contractor was due to circumstances beyond the control of the contractor, Department shall have the absolute right to extend the completion date accordingly. For each day that the work shall remain incomplete after the completion date, there shall be deducted from any monies due under the contract, not as a penalty, but as liquidated damages, the sum of One Hundred Dollars (\$100.00) for each calendar day that the work remains incomplete, with the exception of Sundays and holidays.

11. Scope of Work

A. The work shall consist of the complete Demolition or Removal of the following unit:

Unit No 1 - A1 1/2 -story wood frame farm house with ell and addition and a detached barn located on the northerly side of U. S. Route 2 (Route 2& 17) in Dixfield.

Septic System: The septic tank shall be pumped out to remove waste material and shall be broken up as directed by the engineer to preclude accumulation of water. It shall then be backfilled with gravel as required under the provisions regarding excavations below.

Foundations: Remove to minimum of three (3) feet below surrounding grade (may be tumbled into cellar hole to extent of space available below the three (3) foot level). The cellar hole shall then be filled to surrounding levels as required under the provisions regarding excavations below.

Loaming: Section 615 All graded or disturbed areas are to be covered with a minimum of two (2) inches of loam.

Seeding: Section 618 All graded or disturbed areas are to be seeded according to Method #1.

General: The following shall be completely removed at the discretion of the State's engineer: steps; walks; slabs; piers; posts.

Excavations shall be filled to ground level with Two foot layers of good grade common borrow that meets the requirements of section 703.18 of the Standard Specifications. In this process, the contour and grades of the abutting land are to be followed.

Remains of Outbuildings: The following shall be completely removed: foundations, piers, posts, slabs of whatever material; associated debris.
Swimming pool filled to at grade.

B. Ownership of Buildings and Materials: All buildings and materials contained therein (except as specified in Paragraph "C"), and any items connected with the property of a personal property nature shall become the property of the contractor and shall be completely removed from the proposed highway construction area. Ownership reverts to contractor upon awarding of contract by Commissioner of Maine Department of Transportation. All debris and unusable materials shall be removed to an approved transfer station or approved landfill. Under no circumstances shall any material or debris be disposed of by burning on the premises nor shall the debris be burned at an off premise site.

C. All plywood panels, hasps, padlocks, and other materials used to secure these buildings will remain the property to the Department of Transportation. These panels and padlocks will be transported to a location in the area to be determined by the Project Engineer.

D. Rodent Control. With the "Notice to Proceed", or when a building becomes available to the Contractor, the Department will designate whether rodent control measures are required or not.

The Contractor shall not remove a building until the Department has certified it to be free of rodents. Should rodent control measures be required, the Contractor shall procure the extermination services as soon as possible. The Department will reinspect the building within 7 days after the extermination services are performed. The cost of extermination services until the building is found to be rodent free will be paid for as a specialty item under Section 109.04(g) of the Standard Specifications.

Each building shall be removed promptly after notification that it is free of rodents. All subsequent inspection costs and extermination services necessary to assure that the building is rodent free at time of removal will be at the expense of the Contractor.

E. Temporary Barricades and Signs. The Contractor shall provide and maintain all temporary barricades, signs or other safety measures necessary.

12. Utilities. Contractor shall remove all utility service connections prior to demolition of any building. All existing sewer connections shall be cut off and sealed with a water and gas tight seal to the satisfaction of the Department's Engineer before such connections are covered by any fill material. Water connections or services shall be cut and completely capped or plugged in a manner to prevent any flow or seepage of water into any excavated area.

13. Permits and Conformity with Laws and Ordinances. The Contractor shall obtain any and all permits or licenses necessary for the performance of the work and shall familiarize himself with and conform to all Federal, State, and local laws, regulations, or ordinances applicable to the work.

14. Insurance. Contractor shall purchase and maintain during the term of this contract comprehensive liability insurance coverage for death, personal injury or property damage which may occur as a result of Contractor's work under this contract. Such insurance shall name the Department of Transportation as an additional insured. The amounts of said insurance shall be in the amount set forth in 14 M.R.S.A. §8105, which amount shall include court costs, interest and all other costs in such coverage for the Department of Transportation shall extend only to those acts and omissions for which the State of Maine is liable pursuant to the Maine Tort Claims Act, 14 M.R.S.A. §8101, et seq. Contractor shall also obtain Workers Compensation insurance coverage to the satisfaction of Department. Contractor shall provide Department a minimum of thirty (30) days prior written notice by certified mail of any material change in or cancellation of any insurance covering Contractor's work under this contract. Certificates of Insurance shall be provided by Contractor to Department prior to execution of this contract. Each policy shall be signed by the President and Secretary of the insurance company and shall be countersigned by a licensed resident agent in the State of Maine as an authorized representative of the Company.

15. Indemnification. Contractor shall indemnify and hold harmless the State of Maine, through its Department of Transportation and its employees and representatives, from any and all liabilities, claims, actions, causes of action, losses, expenses or damages of any kind whatever, whether direct or indirect, including reasonable attorneys fees, and including any and all claims or demands for contribution, indemnity or otherwise arising out of Contractor's operations to be carried out pursuant to this Demolition or Removal Contract No 1 Dixfield. Contractor shall assume the defense to any action brought against the State of Maine and/or the Department of Transportation pursuant to this contract. Department shall provide Contractor with written notice of any claim made against Department or the State of Maine pursuant to this contract within ten (10) days of receipt of said claim.

16. Non-discrimination. During the performance of this contract the Contractor agrees to comply with the requirements imposed by Title 5 M.R.S.A. & 784(2), which statute is hereby incorporated by reference.

17. Payment. Before the Department may accept the work, the Contractor must submit both a notification of the completion of the work and a written statement that all bills incurred in doing the work have been paid. After receipt and consideration of these statements the Department will accept or reject the work. If accepted, the Proposal Guaranty will be returned to the Contractor. This provision may be subject to the provisions set forth in paragraph seven (7) of this contract.

18. Notices. All notices, invoices, payments and correspondence required or generated under the terms of this contract shall be sent to the following:

To Department

To Contractor

Maine Department of Transportation
State House Station 16
Augusta, Maine 04333

STATE OF MAINE

S.S. _____
(County)

I, _____,
Name (Title)
of _____
(Corporation, Firm, Partnership, Joint Enterprise, Etc.)

State of _____, do hereby depose and say
that said company has not, either directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free competitive
bidding in connection with the contract for the demolition or removal of

Contractor

By _____

Title

S.S. Date _____

Before me personally appeared _____,
_____ of _____ and made
oath that the above statement is true.

Justice of the Peace
Notary Public

My Commission Expires

PIN 10015.00
Demolition or Removal of Building
Contract No. 1

BID PROPOSAL FORM

The undersigned hereby proposes to perform the work of Demolition or Removal of the building for which a bid price is hereby indicated; the work to be done in full conformity with the Special Provisions of this Contract.

<u>Unit</u>	<u>Description</u>
1	A 1 1/2-story wood frame farmhouse with ell and addition and a detached barn located on the northerly side of U. S. Route 2 (Route 2 & 17) in Dixfield.

Completion Date for Demolition or Removal is December 31, 2003

* Please note if building is to be moved to a new location intact

TO BE PAID
TO THE STATE _____ Dollars(\$ _____)
(Write In)

TO BE PAID
BY THE STATE _____ Dollars(\$ _____)

Date _____

By _____

Title _____

Address _____

PIN 10015.00
Demolition or Removal of Building Contract No. 1

Page 1 of 2 Pages

CONTRACT

THIS Contract entered into this day
of A.D., 2003 and executed in triplicate by and between
the State of Maine through its Department of Transportation duly authorized and
empowered by virtue of the Laws of the State of Maine hereafter referred to as Department
and hereinafter Contractor.

WITNESS

That in consideration of the payment of the sum named in Contractor's Proposal to be
paid to or accepted by the Department the Contractor agrees to supply all equipment, appliances,
tools,
and labor, and to perform all work required for Demolition or Removal of a Building in
the Town of Dixfield, County of Androscoggin, and State of Maine, one building unit located on
the northerly side of U.S. Route 2 (Route 2 & 17) in Dixfield, as described in the
Bid Proposal, in strict conformity with the provisions of this Contract, the Notice to
Contractors and Building Movers/ Wreckers, the Standard Specifications, General
Provisions and Special Provisions, and the Proposal which are incorporated as part of
this Contract.

Contractor will be responsible for removing all hazardous materials and disposing of
them in accordance with all applicable state and federal laws and regulations.

Contractor further agrees to commence work within ten (10) days of Contractor's receipt
of the executed contract and to perform and complete same in accordance with
Paragraph eight (8) of the Special Provisions.

This contract is subject to all appropriate Federal laws, including Title VI of the
Civil Rights Act of 200164.

Non-Discrimination - During the performance of this contract the Contractor
agrees to comply with the requirements imposed by Title 5 M.R.S.A. and 784(2) which
status is hereby incorporated by reference.

If contractor fails to perform agreed upon abatement then contractor will be in
breach of contract and liquidated damages at the rate of \$100.00 per day can be incurred,
not as a penalty, but as liquidated damages.

PIN 10015.00

Demolition or Removal of Building Contract No. 1

Page 2 of 2 Pages

CONTRACT

Department agrees to pay or accept from the Contractor
(\$00.00) for all work performed under this contract.

IN WITNESS WHEREOF the parties to this Contract have executed by their
duly authorized representatives the same in TRIPLICATE on the date and year first
above written.

WITNESS:

STATE OF MAINE

STATE DEPARTMENT OF TRANSPORTATION

_____ By: _____
Commissioner

WITNESS:

CONTRACTOR

By: _____

Title: _____

PROPOSAL

ALL CORPORATIONS MUST COMPLETE THIS FORM

AND SUBMIT WITH THE Bid Proposal

(Insert copy of that part of the records of the corporation wherein authority was given to the officer of the corporation to sign this bid on behalf of the corporation.)

Date

The above is a true copy of the records of the _____ Corporation,
which records are in my legal custody.

Official Having Custody of the Records

ss:

Before me appeared _____,
of the _____ Corporation, and made
oath that the above statement is true.

Notary Public (Signature and Seal)

Town: Dixfield

Project No.: PIN 10015.00

This is to certify that I/We have paid all outstanding bills due to any and all subcontractors in association with any work that they have done in regards to this project.

Dated _____ 2003

Contractor

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

FORM OF GENERAL CONTRACT BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

of the _____ of _____

and State of _____ as Principal,

and _____

_____ as Surety, a corporation duly

organized under the laws of the State of _____

and having a usual place of business in _____

are hereby held and firmly bound unto the Treasurer of the State of Maine in the sum of

_____, for

payment which Principal and Surety bind themselves, their heirs, executors,

administrators, successors and assigns, jointly and severally.

The condition of this obligation is such that if the Principal has submitted to the Maine Department of Transportation, hereafter Department, a certain proposal, attached hereto and incorporated as a part herein, to enter into a written contract for the Demolition/Removal of _____

and if the Department shall accept said proposal and the Principal shall execute and deliver a contract in the form attached hereto (properly completed in accordance with said proposal) and shall furnish bonds for his faithful performance of said contract and

for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed this _____ day of _____, 2003.

WITNESS

WITNESS

PRINCIPAL:

BY _____

By _____

BY _____

SURETY

Name of Local Agency
